

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

Valuation of Security Assumption of Executory Contract or Unexpired Lease Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In Re: Case No.: 17-34495-ABA
Horace W. Smith Judge: Altenburg
Debtor(s)

Chapter 13 Plan and Motions

☐ Original ☒ Modified/Notice Required Date: 11/07/2018
☐ Motions Included ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: ATA Initial Debtor: HWS Initial Co-Debtor: _____

Part 1: Payment and Length of Plan

a. The debtor shall pay \$ 1,049.00 per month to the Chapter 13 Trustee, starting on 12/01/2018 for approximately 49 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: _____

☐ Refinance of real property:

Description:

Proposed date for completion: _____

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection ☒ NONE

- a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).
- b. Adequate protection payments will be made in the amount of \$ _____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: _____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

- a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE ATTORNEY FEE BALANCE	ADMINISTRATIVE ADMINISTRATIVE	AS ALLOWED BY STATUTE BALANCE DUE: \$2,805.00

- b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Lakeview Loan Servicing	654 Astor St	\$20,138.21		\$20,138.21	\$850.00

c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ **NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☐ **NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
Shellpoint	2465 Coronado Dr	\$278,000.00	\$342,350.00

f. Secured Claims Unaffected by the Plan ☐ NONE

The following secured claims are unaffected by the Plan:

Toyota Motor Credit Co

g. Secured Claims to be Paid in Full Through the Plan: ☒ NONE

Creditor	Collateral	Total Amount to be Paid Through the Plan

Part 5: Unsecured Claims ☐ NONE

a. Not separately classified allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ _____ to be distributed *pro rata*
☒ Not less than 100 percent
☐ *Pro Rata* distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

Part 7: Motions ☒ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). ☒ NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon confirmation
☐ Upon discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Andrew T. Archer, Esquire
- 3) Secured Creditors
- 4) Priority Creditors/Unsecured Creditors

d. Post-Petition Claims

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☐ NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: _____.

Explain below **why** the plan is being modified:

Debtor wishes to surrender the property financed by Shellpoint.

Explain below **how** the plan is being modified:

Surrendering the property financed by Shellpoint.

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 11/07/2018

/s/ Horace W. Smith
Debtor

Date: _____

Joint Debtor

Date: 11/07/2018

/s/ Andrew T. Archer
Attorney for Debtor(s)

Certificate of Notice Page 11 of 12
 United States Bankruptcy Court
 District of New Jersey

In re:
 Horace W. Smith
 Debtor

Case No. 17-34495-ABA
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-1

User: admin
 Form ID: pdf901

Page 1 of 2
 Total Noticed: 30

Date Rcvd: Nov 09, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 11, 2018.

db
 517304122 +Horace W. Smith, 2465 Coronado Dr, Vineland, NJ 08360-6805
 517388994 +Aldridge Pite, LLP, 4375 Jutland Drive, Suite 200, PO Box 17933, San Diego, CA 92177-7921
 517388995 Educational Credit Management Corporation, PO Box 16408, St. Paul, MN 55116-0408
 Educational Credit Management Corporation, PO Box 16408, St. Paul, MN 55116-0408,
 Educational Credit Management Corporation, PO Box 16408, St. Paul, MN 55116-0408
 517213363 +KML Law Group, PC, 701 Market St, Ste 5000 - BNY Independence Center,
 Philadelphia, PA 19106-1538
 517213364 +Lakeview Loan Servicing, LLC, 4425 Ponce De Leon Blvd, Mail Stop MS5/251,
 Miami, FL 33146-1837
 517222852 +Nelnet on behalf of ASA, 100 Cambridge Street, Suite 1600, Boston, MA 02114-2518
 517213367 +PMAB, LLC, 4135 South Stream Blvd, Suite 400, Charlotte, NC 28217-4636
 517328883 Pinnacle Credit Services, LLC its successors and, assigns as assignee of Cellco,
 Partnership d/b/a Verizon Wireless, Resurgent Capital Services, PO Box 10587,
 Greenville, SC 29603-0587
 517213368 +Raymour & Flanigan, Attn: Legal Dept, 7248 Morgan Rd, Liverpool, NY 13090-4535
 517213371 ++T MOBILE, C O AMERICAN INFOSOURCE LP, 4515 N SANTA FE AVE, OKLAHOMA CITY OK 73118-7901
 (address filed with court: TMobile, PO Box 742596, Cincinnati, OH 45274)
 517213372 ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026
 (address filed with court: Toyota Motor Credit Co, Toyota Financial Services, Po Box 8026,
 Cedar Rapids, IA 52408)
 517240742 +Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 smg E-mail/Text: usanj.njbankr@usdoj.gov Nov 09 2018 23:54:42 U.S. Attorney, 970 Broad St.,
 Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Nov 09 2018 23:54:37 United States Trustee,
 Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
 Newark, NJ 07102-5235
 517213360 +E-mail/Text: bkmailbayview@bayviewloanservicing.com Nov 09 2018 23:55:10
 Bayview Financial Loan, Attn: Customer Service Dept, 4425 Ponce De Leon Blvd, 5th Floor,
 Miami, FL 33146-1873
 517520728 +E-mail/Text: bkmailbayview@bayviewloanservicing.com Nov 09 2018 23:55:10
 Bayview Loan Servicing, LLC, 4425 Ponce De Leon Blvd., 5th Floor,
 Coral Gables FL 33146-1837
 517213361 +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Nov 09 2018 23:58:34 Capital One,
 Attn: General Correspondence/Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
 517223296 E-mail/Text: mrdiscen@discover.com Nov 09 2018 23:53:44 Discover Bank,
 Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025
 517213362 +E-mail/Text: mrdiscen@discover.com Nov 09 2018 23:53:44 Discover Financial, Po Box 3025,
 New Albany, OH 43054-3025
 517305561 E-mail/Text: camanagement@mtb.com Nov 09 2018 23:54:14 Lakeview Loan Servicing, LLC,
 c/o M&T Bank, P.O. Box 1288, Buffalo, NY 14240-1288
 517213365 E-mail/Text: camanagement@mtb.com Nov 09 2018 23:54:14 M & T Bank, Po Box 844,
 Buffalo, NY 14240
 517318325 +E-mail/Text: bankruptcydpt@mcmcg.com Nov 09 2018 23:54:36 Midland Funding LLC,
 PO Box 2011, Warren, MI 48090-2011
 517213366 +E-mail/Text: electronicbkydocs@nelnet.net Nov 09 2018 23:54:45 Nelnet,
 Nelnet Claims/Bankruptcy, Po Box 82505, Lincoln, NE 68501-2505
 517322799 E-mail/Text: bnc-quantum@quantum3group.com Nov 09 2018 23:54:31
 Quantum3 Group LLC as agent for, MOMA Funding LLC, PO Box 788, Kirkland, WA 98083-0788
 517213369 +E-mail/Text: bankruptcy@sw-credit.com Nov 09 2018 23:54:43 Southwest Credit Systems,
 4120 International Parkway, Suite 1100, Carrollton, TX 75007-1958
 517217013 +E-mail/PDF: gecsedirecoverycorp.com Nov 09 2018 23:58:56 Synchrony Bank,
 c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
 517213370 +E-mail/PDF: gecsedirecoverycorp.com Nov 09 2018 23:58:31 Synchrony Bank/Care Credit,
 Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060
 517230562 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Nov 10 2018 00:10:18 T Mobile/T-Mobile USA Inc,
 by American InfoSource LP as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
 517326647 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Nov 10 2018 00:10:46 Verizon,
 by American InfoSource LP as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
 TOTAL: 17

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

517235760* +Bayview Financial Loan, Attn: Customer Service Dept, 4425 Ponce De Leon Blvd, 5th Floor,
 Miami, FL 33146-1873
 517235761* +Capital One, Attn: General Correspondence/Bankruptcy, Po Box 30285,
 Salt Lake City, UT 84130-0285
 517235762* +Discover Financial, Po Box 3025, New Albany, OH 43054-3025
 517235763* +KML Law Group, PC, 701 Market St, Ste 5000 - BNY Independence Center,
 Philadelphia, PA 19106-1538
 517235764* +Lakeview Loan Servicing, LLC, 4425 Ponce De Leon Blvd, Mail Stop MS5/251,
 Miami, FL 33146-1837
 517235765* ++M&T BANK, LEGAL DOCUMENT PROCESSING, 626 COMMERCE DRIVE, AMHERST NY 14228-2307
 (address filed with court: M & T Bank, Po Box 844, Buffalo, NY 14240)

District/off: 0312-1

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 30

Date Rcvd: Nov 09, 2018

***** BYPASSED RECIPIENTS (continued) *****

517235766* +Nelnet, Nelnet Claims/Bankruptcy, Po Box 82505, Lincoln, NE 68501-2505
517235767* +PMAB, LLC, 4135 South Stream Blvd, Suite 400, Charlotte, NC 28217-4636
517235768* +Raymour & Flanigan, Attn: Legal Dept, 7248 Morgan Rd, Liverpool, NY 13090-4535
517235769* +Southwest Credit Systems, 4120 International Parkway, Suite 1100,
Carrollton, TX 75007-1958
517235770* +Synchrony Bank/Care Credit, Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060
517235771* ++T MOBILE, C O AMERICAN INFOSOURCE LP, 4515 N SANTA FE AVE, OKLAHOMA CITY OK 73118-7901
(address filed with court: TMobile, PO Box 742596, Cincinnati, OH 45274)
517235772* ++TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026
(address filed with court: Toyota Motor Credit Co, Toyota Financial Services, Po Box 8026,
Cedar Rapids, IA 52408)

TOTALS: 0, * 13, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 11, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 8, 2018 at the address(es) listed below:

Alexandra T. Garcia on behalf of Creditor Bayview Loan Servicing, LLC NJECFMAIL@mwclaw.com,
nj-ecfmail@ecf.courtdrive.com
Andrew Thomas Archer on behalf of Debtor Horace W. Smith aarcher@brennerlawoffice.com,
bankruptcy@brennerlawoffice.com/r64966@notify.bestcase.com
Denise E. Carlon on behalf of Creditor LakeView Loan Servicing, LLC dcarlon@kmlawgroup.com,
bkgroup@kmlawgroup.com
Isabel C. Balboa ecfmail@standingtrustee.com, summarymail@standingtrustee.com
Melissa S DiCerbo on behalf of Creditor Bayview Loan Servicing, LLC nj-ecfmail@mwclaw.com,
nj-ecfmail@ecf.courtdrive.com
Mina M Beshara on behalf of Creditor Bayview Loan Servicing, LLC nj-ecfmail@mwclaw.com
Rebecca Ann Solarz on behalf of Creditor LakeView Loan Servicing, LLC rsolarz@kmlawgroup.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 8